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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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STEPHEN BROWN,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

11-CV-6074(NGG)(SMG)

Detective SUSIE PERALTA, Shield No.3331;
Detective MICHAEL ROBBERT, Shield No. 64691;
Detective EVAGELOS DIMITRIKAS, Shield No.
1793; Detective ANDREW DUGUID, Shield N. 568;
Detective JOEL POLICHRON, Shield No. 4640;
Detective PETER HOEFLINGER, Shield No. 3870;
Sergeant ALAN LAM, Shiled No. 632; Sergeant
XAVIER CRANDELL, Shield No. 3056, UC #92;
UC #226; UC #115; JOHN and JANE DOES 1
through 10, individually and in their capacities, (the
names John and Jane Doe being fictitious, as the true
names are presently unknown),

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about December 14, 2011 and an amended complaint on or about April 3, 2012, alleging that the defendants violated plaintiff's civil rights; and

WHEREAS, defendant Crandall has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, plaintiff and defendant Crandell now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff STEPHEN BROWN the sum of TEN THOUSAND DOLLARS (\$10,000) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal with prejudice of all the claims against the defendants, Detective SUSIE PERALTA, Detective MICHAEL ROBBERT, Detective EVAGELOS DIMITRIKAS, Detective ANDREW DUGUID, Detective JOEL POLICHRON, Detective PETER HOEFLINGER, Sergeant ALAN LAM, Sergeant XAVIER CRANDELL, UC#92, UC#226, UC#115, and the individuals named herein as "JOHN and JANE DOES 1 through 10", and to release the defendants, the City of New York and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional

payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless the City of New York and defendants, Detective SUSIE PERALTA, Detective MICHAEL ROBBERT, Detective EVAGELOS DIMITRIKAS, Detective ANDREW DUGUID, Detective JOEL POLICHRON, Detective PETER HOEFLINGER, Sergeant ALAN LAM, Sergeant XAVIER CRANDELL, UC#92, UC#226, UC#115, and the individuals named herein as "JOHN and JANE DOES 1 through 10", regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
June 17, 2012

Gabriel P. Harvis, Esq.
Harvis, Marinelli, Saleem & Wright LLP
Attorneys for plaintiff
305 Broadway, 14th Floor
New York, New York 10007

Dated

By:

Gabriel P. Harvis, Esq.

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendant Crandell
100 Church Street, Rm. 3-206
New York, New York 10007
(212) 788-9033

Dated

By:

Duane Blackman
Assistant Corporation Counsel

SO ORDERED:

s/NGG

Dated:

August 27, 2012

HON. NICHOLAS G. GARAUFI
UNITED STATES DISTRICT JUDGE

Brooklyn, New York